

Request for Qualifications

Development Partner

RFQ Solicitation # 2021-NY32



Issue Date: Thursday, April 1, 2021

Pre-Proposal Conference: Virtual through Zoom Wednesday, April 21, 2021 @ 1:00 pm

Due Date: Friday, May 7, 2021 by 3:00 pm

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THE CATSKILL HOUSING AUTHORITY

32 Bronson Street

Catskill, New York 12414

Request for Qualifications: Development Partner for the Catskill Housing Authority.

The Catskill Housing Authority (CHA), is seeking Statements of Qualifications from experienced, innovative, and proven Developers to collaboratively assist CHA in its housing vision efforts for the future Asset Repositioning of the existing Catskill PHA portfolio, and new construction of rental housing and/or community resource project (Projects).

The selected Developer must have significant knowledge of HUD Asset Repositioning options, and successful Low Income Housing Tax Credit (LIHTC) application and development experience and/or assemble a development team in which member firms or individuals also have extensive successful LIHTC application, development and Asset Repositioning experience in New York State.

The ability to coordinate such an undertaking must be clear from the qualifications submitted. Once selected, the successful Respondent will make a good faith effort to enter quickly into a Memorandum of Understanding with CHA to develop the Projects. Developers responding to this RFQ should have thorough knowledge and proven success in the following:

Asset Repositioning Experience:

- RAD Standard/Streamlined Conversion;
- RAD/Section 18 Blends;
- Streamlined Voluntary Conversions.

Finance Experience:

- Federal and State Low-Income Housing Tax Credits, LIHTC, 4%/9%, Tax Exempt Bonds;
- HUD Multifamily FHA 221(d) 4 and 223(f);
- New York State HTF HOME program and New York State HCR CDBG Program;
- Federal Home Loan Bank and conventional mortgage financing.

As a priority of this solicitation, the selected Developer will be required to work in partnership with CHA, CHA's resident community, residents of Catskill, and the Village of Catskill Trustees. Respondent's must demonstrate proven experience in completing projects within diverse community environments coping with the effects of gentrification, social marginalization, environmental justice issues, and little knowledge of LIHTC housing developments.

Additionally, Respondent's must demonstrate success in creating comprehensive public outreach plans, and be responsible for the development, implementation, and management of a community based engagement plan with the residents of CHA and Village of Catskill as part of the vision building process.

Statements of Qualifications (“SOQ”) should detail the Developer’s experience with similar projects with a strong preference given to developers that have demonstrated successful PHA Asset Repositioning/rehabilitation, and public-private LIHTC project partnerships that plan, design, finance, develop, and construct high quality mixed-use/mixed-income housing. CHA’s goal is to work with a reputable and well financed master development partner with a proven record of rehabilitating public housing and master planning new housing using Low Income Housing Tax Credits (LIHTC), Tax Exempt Bonds,

HUD FHA 221(d) 4 program, and HUD repositioning programs such as the Rental Assistance Demonstration (RAD), Section 18 demolition/disposition blends, and/or Streamlined Voluntary Conversions (SVC) programs.

The selection process under this Request for Qualifications (RFQ) will provide CHA with the option of selecting one or more Development Teams to serve as a Development Partner. CHA will enter into various agreements with the selected Development Team(s) to assist in the Asset Repositioning of CHA's public housing, and design, build and finance of new housing development efforts.

Through this RFQ, it is the intent of CHA or a closely held affiliate of CHA to negotiate with the selected Developers on all aspects of the development process, unless otherwise stated in this RFQ including, ownership interest, equity distribution, Master Development Agreement, Management Agreement, and Developer Fees. However, CHA expects the selected Developers will be responsible for all Design, Master Planning, Financing, Guarantees, Predevelopment, and Final development activities in coordination with CHA.

Interested individuals, firms or entities with experience in Asset Repositioning, housing finance development of mixed-income and mixed-use real estate projects are encouraged to respond to this Request for Qualifications.

This solicitation contains submission requirements and other pertinent information relative to submitting a proper and responsive response to the solicitation.

Prospective Offerors desiring an explanation or interpretation of the solicitation or its contents are encouraged to participate in a pre-submittal Zoom Meeting to be held on **Wednesday, April 21, 2021 at 1:00pm: Zoom invite link:** <https://zoom.us/j/5748253286?pwd=bE54cWpmNUdyQkxK29vK3ZYcVhuZz09> or at 32 Bronson Street, Catskill, New York or submit written questions by e-mail in accordance with the requirements set forth below. A zoom invitation will also be available on the CHA website prior to the scheduled pre-submittal meeting. CHA requests all offerors interested in participating in the pre-submittal zoom meeting to RSVP by Friday April 16, 2021.

To obtain a full copy of the solicitation RFQ and submission requirements, prospective offerors must download the RFQ from <HTTPS://www.catskillhousingauthority.com>. Packages will be available online beginning **Thursday, April 1, 2021**. Addenda and additional information will be posted online as available and proposers are responsible for checking the website for additional information or to obtain a full copy of the Solicitation RFQ and submission requirements. Packages will be mailed upon request.

All responses to the solicitation must be enclosed in a sealed envelope and labeled as follows:

“Catskill Housing Authority Development Partner Solicitation 2021-NY32”.

Due Date Friday, May 7, 2021 at 3:00 P.M.

The solicitation response must be addressed to Timothy Mattice, Interim Executive Director, Catskill Housing Authority, 32 Bronson Street, Catskill, New York 12414. Late submissions will be handled in accordance with the provisions in Form HUD-5369-B. The Catskill Housing Authority reserves the right to reject any and all proposals.

Notice: Any contact, whether to influence selection of a proposal or for any other reason by a respondent with members of the Authority Board of Commissioners, Authority officers, and/or Authority employees related to this procurement other than to Mr. Mattice, in writing, as provided above, during the procurement process may result in disqualification of a proposal.

Timothy Mattice

Interim Executive Director
Catskill Housing Authority

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THE CATSKILL HOUSING AUTHORITY

32 Bronson Street

Catskill, New York 12414

Development Partner

RFQ Solicitation # 2021-NY32

SECTION 1

INTRODUCTION

Catskill is a village in Greene County, New York, with an approximate population of 4,081 residents. The village is in the northeast part of the Town of Catskill, and is the county seat of Greene County. Located in the Village of Catskill is the Catskill Housing Authority (“CHA”), created under the 1937 Housing Act for the purpose of providing decent, safe and sanitary housing to the low and moderate-income residents of the Village of Catskill. CHA consists of a single site located at 32 Bronson Street, Catskill, NY 12414; bounded between Hill Street and the Catskill Creek. The CHA’s public housing portfolio comprises of 80 public housing units situated in ten, two story, brick, garden style buildings originally constructed in 1956. The CHA public housing development carries an indigenous Native American name of Hop-O-Nose, which was a small Indian settlement located along the Catskill Creek and later purchased by the Village in 1682.

A five-person Board of Commissioners authorized by laws of the State of New York and appointed by the Village President of Catskill, is responsible for the development of housing policy and the authorization of expenditures.

As with many Public Housing Authorities, CHA has encountered the difficulties of managing an aging housing stock with diminishing federal funding. In an effort to change the face and character of traditional public housing in the Village of Catskill, CHA proposes to embarked on a community based, public project to reposition the Public Housing portfolio, and expand rental housing and community resource opportunities in the Village of Catskill.

Over the years, and until recently, the Village of Catskill has experienced tremendous social and economic pressure from the effects of gentrification. The in migration of residents, property owners and prospectors from areas to the south of Greene County, particularly New York City, has been dramatic. In early 2020 gentrification in the village accelerated to the point where property was being sold sight-unseen with housing values tripling. This phenomenon, mainly attributed to the recent COVID-19 pandemic, has pushed families from large urban areas down state north to the Hudson Valley region. This has created a housing shortage geographically in Greene County, but more specifically, a critical shortage of affordable housing for moderate and low-income, and minority populations in Catskill. Consequently, generations of families and long-time residents are being squeezed out of Catskill to less affluent areas of Greene County heightening the fear of many now facing new challenges of securing decent safe, affordable housing, and housing discrimination barriers in rural areas.

More so than ever, and Notwithstanding the housing challenges facing the Village of Catskill, CHA's public housing has significant features and strengths that offer distinct opportunities for preservation and rehabilitation. The surrounding area based on the location of CHA's property, its size and proximity to key community parks, the Catskill Creek, and an active retail and commercial center are significant features that will support and enhance rehabilitation and new housing development opportunities.

SECTION 2

GENERAL INFORMATION

REPOSITIONING PUBLIC HOUSING

The current federal housing policy expounded by the U.S. Department of Housing and Urban Development (HUD) is to reposition Public Housing. Repositioning is a mechanism through which the housing units are removed from the Public Housing Program and moved to a Section 8 subsidy platform.

“Public Housing” is often used as a generic term to refer to all publicly assisted housing, but the term “public housing” actually refers to a specific federal program. Created in 1937, the low-rent Public Housing program (LIPH) was the first federal rental housing assistance program. The program initially subsidized the construction of multifamily rental housing properties for low-income families. While Public Housing is a federally created and funded program, the properties are owned and managed at the local level by quasi-governmental Public Housing authorities (PHAs) under contract with the federal government. Deed restrictions recorded on the properties limit use and prohibit debt, sale, and transfer of properties without HUD approval which is granted only under certain federal statutes and regulations.

Policy changes included in the 1949 act resulted in public housing serving families with incomes much lower than what was originally required under the 1937 act. From 1952 to 1962, the number of families in public housing receiving income from public assistance programs rose from 29% to 46%. The 1960s brought a new vision with regard to federal housing assistance as several new programs were developed to subsidize privately owned rental properties and the Brooke Amendment capped tenant contributions toward rent at 25% of family income. By the early 1970s, Public Housing construction programs were subject to growing criticism for being too expensive. Over this period, the income character of the tenants in public housing had also continued to change. Policy changes, partnered with market changes, such as the post-war housing boom, increasing rates of homeownership, and suburbanization resulted in public housing serving the poorest tenants.

Tenant rents were no longer high enough to provide sufficient income to allow PHAs to properly maintain public housing properties. Although Congress eventually began providing operating subsidies to public housing, it has never been sufficient to adequately maintain the properties. Thus, many public housing developments, facing inadequate rental income and insufficient federal subsidies, fell into severe disrepair. These realities—poorer tenants paying lower rents, insufficient operating income, and deteriorating units—shaped the public housing debates of the decades to follow.

In 1973, President Nixon imposed a moratorium on all new public housing construction. After the moratorium, the focus of federal housing assistance policy shifted away from constructing new public housing units to new models using the existing private housing market. The 1974 Housing and Community Act created the Section 8 Housing Assistance Program.

During the 1980s, concern continued to grow about the state of the existing public housing stock—both the physical soundness as well as the social health of public housing communities. In 1992, a National

Commission identified severely distressed public housing that had deteriorated to the point that it was physically dangerous. The commission issued a wide range of recommendations, including experimentation with new forms of public-private partnerships.

Construction and acquisition of new public housing units effectively ended after the federal government stopped funding new development in the mid-1990s, although they began significantly decreasing much earlier as other models of providing housing assistance grew in popularity. As public housing properties have fallen into disrepair and been demolished, the number of public housing units has continued to decrease.

Currently, there are roughly 1 million Public Housing units receiving federal funding. Federal funding comes from two main formula grants: The Public Housing Capital Fund and the Public Housing Operating Fund; which are meant to supplement the rents collected by PHAs to meet the operation, maintenance, and capital needs of public housing. However, Congress has historically funded these programs at levels significantly less than the Section 8 subsidies that are provided to private owners.

Today there is an estimated \$60 billion-dollar backlog of capital needs for the Public Housing stock which continues to grow at approximately \$3.5 billion per year.

In response to concerns about the conditions of the national Public Housing stock and the inadequacy of federal funding levels, proposals have been introduced to promote private investment in Public Housing in order to preserve the existing stock. An increasing number of PHA's have pursued private financing to meet their capital needs in recent years and HUD has continued to provide additional tools to encourage PHA's to reposition Public Housing.

CHA REPOSITIONING/REHABILITATION

CHA is committed to providing deeply subsidized rental assistance to Catskill's most vulnerable populations, including the PHA families of Hop-O-Nose that are below 30% of AMI, the elderly, disabled, and formerly homeless families. Meeting this commitment has been challenged by decreased federal funding resulting in significant capital needs, combined with regulatory burdens and limited access to private capital. Despite best efforts, CHA has struggled to preserve its stock of deeply assisted housing.

This Request for Qualifications includes the repositioning/rehabilitation of public housing. It is anticipated that a myriad of HUD repositioning/rehabilitation methods will be considered, including the Rental Assistance Demonstration (RAD) Program, RAD Section 18 Blends, and/or Streamlined Voluntary Conversion. It is the intent of the Authority that the Authority will maintain ownership title to all its public housing assets, and land, and be significantly involved in the visioning, repositioning, planning, rehabilitation and decision-making process.

NEW DEVELOPMENT AND AFFORDABLE HOUSING EXPANSION

The Developer Partner will collaboratively work with CHA to develop a mixed-income/mixed use project that exhibit exemplary design, incorporate green building techniques, pedestrian friendly planning, and ample green space. The Developer Partners should be committed to comprehensive neighborhood-based revitalization that is based upon a collaborative and cooperative approach with stakeholders. The selected Development Partner will be responsible for design, planning, financing, predevelopment, and final development activities in coordination with the CHA.

CHA anticipates that Development Teams responding to this solicitation will have completed projects that meet the goals and objectives to expand CHA's housing portfolio. CHA is open to all forms of proposed projects which may include:

- Existing land under the control of the Development Team appropriate for new construction.
- Acquisition of existing multi-family properties in need of moderate or substantial rehabilitation.
- Acquisition of vacant private land positioned for development of housing, mixed-use/mixed-income projects or community resources.

The Developers selected under this RFQ will be an integral partner in the effort to assist CHA to reposition/rehabilitate its public housing portfolio and develop new rental housing to serve middle, moderate and lower-income families, elderly and disabled residents of the Village of Catskill. The Developer will be required to work closely with CHA, residents, the Village and County, and other community stakeholders throughout the development effort.

Once selected, the successful respondents will make a good faith effort to quickly enter into development agreements with CHA to develop a housing vision. A Memorandum of Understanding or other such “early start” agreement may be negotiated as needed to enable the selected Developer to complete all necessary pre-development activities. CHA recognizes that Development projects depend on a number of outside funding sources and creative financing, such as Developer equity, low-income housing tax credits, and conventional mortgage financing. As such, working with CHA, the successful respondents will be required to prepare financing plans that are feasible, that meet the goals of CHA, and result in approval by HUD, if applicable.

DESIRED BUSINESS TERMS

The CHA seeks responses that demonstrate the Developer's ability to leverage public and private investment to the greatest extent possible. CHA expects the Development Partner to provide any and all guarantees required of equity investors, lenders, municipal entities and others providing financing and/or land commitments to the project(s).

The CHA seeks responses in which it will maximize its share of fees related to development and operations which may include, but is not necessarily limited to: developer fees, ground lease payments, loan fees, property management fees, incentive fees, construction cost savings, interest earnings on loans and/or residual cash flow. The Developer should structure the financing and operational aspects of the project to ensure its long-term viability as well as the future sustainability for the CHA. Additionally, the CHA prefers the project to reimburse the authority for any costs that would be reasonably considered predevelopment or development costs (including by example, such costs as legal, accounting, site control, grant applications).

The CHA expects the Development Partner to propose property management arrangements that recognizes that the CHA will serve as property manager for the project on a long-term basis. The property management agreement should specify that CHA will serve as property manager for the project. The CHA expects that the Development Partner and its team will work collaboratively with CHA to determine and acquire all necessary insurances as part of the final Development Agreement.

CHA expects that the selected Development Partner, in concert with the CHA, will be involved in negotiating the final land transfer agreement. The CHA expects that the Development Partner will lead the development process, but that the CHA will have authorization and approval with respect to the selection

of the architect/planner, contractor, and bond issuer. The CHA will also expect to approve the development program including the development concept, site plan, design and unit/income mix.

The CHA seeks responses which shall provide the CHA with the right at any time after five (5) years from placement in service of the final unit in the Development to purchase Development Partner's interest in the Owner Entity of each project for the amount of Development Partner's capital account, subject to

- (i) all requisite approvals including HUD, the State Agency, lenders and investor;
- (ii) the payment of all deferred developer fee owed to Development Partner and reasonably projected to be paid prior to the 10th year from closing; and
- (iii) the release of Development Partner from all guarantees relating to the phase.

SECTION 3

SCOPE OF WORK

A. Overview

CHA seeks an experienced Developer with the skills, resources and commitment needed to successfully rehabilitate the Housing Authority's existing public housing and development of new rental housing in accordance with applicable federal, state, and local design guidelines. Paramount will be the Developer's experience with similar projects and successful public-private partnerships, particularly a strong track record of resident engagement and community programming. CHA's primary rehabilitation goals are to modernize existing public housing stock while improving the quality of life and encouraging a sense of community within Hop-O-Nose and among the families, residents and stakeholders. Any proposed new rental housing construction plans shall be required to introduce creative physical designs utilizing sustainable building materials, support New York's Green initiatives, be complementary to neighborhood and community design standards, make the best overall use of the existing land and result in a reinvigorated community that indistinguishably integrates the new housing with the surrounding neighborhood. CHA's minimum outcomes include:

1. Assure ample resident participation and engagement throughout the PHA rehabilitation, and new construction planning and redevelopment process;
2. Mitigating or eliminating off-site relocation of existing residents during rehabilitation through effective development, planning and scheduling;
3. Providing a variety of modern household types appropriate for a mixed-income community;
4. Incorporating modern amenities and universal design;
5. Integrating 'green' technologies and sustainable materials that meet energy efficient requirements as set forth in applicable building code;
6. Expand economic development and job training/ education opportunities for lower income residents of Catskill through a robust Section 3 program;
7. Promoting safety and defensible space;
8. Providing additional green spaces and accessible connections – pedestrian and vehicular within and between the Sites and the surrounding neighborhood as approved; and,

The Developer shall independently complete all necessary predevelopment planning and produce an acceptable and financially feasible development plan ("Plan") for the Sites, consistent with expectations of

this RFQ.

In addition, the Developer shall provide the appropriate guarantees and effectively implement approved Plans in a timely and cost-effective manner; coordinate related partnerships agreeable to all parties; ensure the highest quality construction management and workmanship; and maintain effective communication among the development team, CHA, other applicable partners, residents and community stakeholders.

B. Developer Partner Role

The developer partner will be expected to work collaboratively with residents, CHA, the Village of Catskill and other stakeholders throughout the vision building, planning, rehabilitation, and development process as follows:

1. Rehabilitation Plan - Develop a comprehensive master rehabilitation plan for the PHA, including a developer facilitated community-based planning process. The developer partner is responsible for ensuring that the final Plan is financially viable and implementable and should provide for a phased rehabilitation process. The development plan will be developed in close partnership with CHA.
2. Development Team - Assemble and oversee a qualified team to implement the plan, including master planner, architect(s), engineer(s), general contractor and property manager; develop a construction strategy and implementation schedule; oversee the design, construction, and quality control of the development; design and construct all infrastructure and site improvements; provide regular reports to CHA on the progress of the development efforts. Work with CHA and its legal team to create an ownership structure for the Sites which may include an affiliate of CHA. Submit their Development Team and disclose any identities of interest to CHA for review. CHA reserves the right to recommend changes to the Development Team.
3. Pre-Development – Take responsibility for all predevelopment planning and tasks including environmental and geotechnical testing, analysis of the condition of existing utilities at the site, historic assessment, market and economic analyses, entitlement plans and permits, environmental clearances, and demolition and remediation. Developer must be able to fund pre-development activities.
4. Financing - Produce an overall financing plan that maximizes and leverages public and private resources. Develop detailed development and operating budgets, which includes the underwriting of relocation within the Sites during development phases and supportive services costs; diligently pursue and use best efforts to secure all necessary financing; prepare funding applications; obtain equity investment using the competitive processes and commitments on the best terms available; provide all guarantees required for the successful financing of the project, including construction completion guarantees, operating deficit guarantees, tax credit adjuster or recapture guarantees and guarantees under a Master Development Agreement (MDA); and structuring reserve and other accounts that will reasonably guarantee the long-term operating feasibility of the replacement units.
5. Submissions and Requirements - Assist CHA and its consultant to prepare and submit development proposals, HUD repositioning applications and other documents for HUD review and approval; comply with all applicable federal and local laws and local building codes; obtain all required land use approvals including building permits and zoning approvals; adhere to federal, state and local requirements.

6. Communication - Facilitate and foster the involvement of public housing residents and community stakeholders in the creation and implementation of the Plan. In cooperation with CHA, keep residents informed of the status of the rehabilitation/redevelopment effort. CHA will establish a regular schedule of meetings, in which the selected Developer will participate. Moreover, the Developer will be responsible for submitting monthly progress reports on the project status and schedule, including but not limited to design, permits, financing, resident coordination, etc.
7. Construction - During construction, provide oversight, and management as deemed necessary of construction activities by coordinating with all development team members and attending jobsite meetings to ensure the expeditious implementation of construction activities. Develop a construction strategy and a rehabilitation/development implementation schedule to include all infrastructure and site improvements. Oversee construction and ensure completion in a timely manner. Plan for providing Section 3 opportunities for residents during and after implementation, and assist/encourage resident businesses.
8. Property Management - The Developer Partner shall create and implement a marketing and lease-up strategy for the rental units to ensure that all current residents are able to return and that stabilized occupancy is achieved in compliance with all applicable financing and land use agreements and HUD requirements. Third party management may be necessary during the lease up, but CHA reserves the right to assume property management of the redeveloped or newly constructed site or if third party property management is procured, provide consideration for retaining current CHA staff, subject to approval by the investor and best practices. In such case, third-party management shall train CHA staff in preparation for such requirement.
9. Capacity Building – The Development Team shall work to build the capacity of CHA’s staff related to affordable housing development, financing and management.

C. CHA Role

CHA will play the following role in the development effort:

1. Land ownership – CHA owns the land included in this RFQ and expects to retain ownership. CHA may enter into a long-term ground lease with the selected entity, subject to HUD approval. Any land that may be newly acquired for new construction of rental housing project will be subject to negotiation depending on the highest and best use.
2. Financing –CHA will participate in all financial structuring decisions, including review and approval of financial arrangements and terms and conditions of any equity and loan documents, including but not limited to the use of companies related to Developer.
3. Relocation - The developer partner will work with CHA to develop a suitable relocation strategy if necessary. It is the intent of CHA to prevent resident relocation if at all possible, but consistent with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”) (42 U.S.C. § 4601 et seq.), including its implementing regulations (49 C.F.R. Part 24) and guidance found in HUD Handbook 1378, and any other federal, state and local regulations.
4. Design Review/Construction Monitoring and Approval - All designs are subject to CHA’s review

and approval. Design review may also be subject to HUD review. CHA will also provide construction monitoring and will have the right to review and approve construction documents. The cost for a construction manager shall be underwritten into the development budget.

5. HUD Contact – CHA will coordinate all communications with HUD. CHA will have responsibility for submission of program documents and will secure HUD approvals including, but not limited to demolition/disposition, RAD approval, development proposal and related evidentiary documents, acquisition proposals, legal documents, and relocation plan. The developer partner will assist in the preparation of these documents.
6. CHA Funding - CHA may, make financial contributions toward the rehabilitation/redevelopment of its PHA Projects. The nature of the funding, if any, will be determined based on the final program approved by CHA. The developer partner is responsible for knowing HUD restrictions that may apply and understanding how they may affect the development.
7. Asset Manager and Regulatory Oversight - CHA will continue to have asset management responsibility for public housing replacement units and other units in which CHA or any other affiliates have an ownership interest. CHA will monitor and enforce the terms of its agreements with the developer partner and CHA will provide regulatory oversight for all units financed with CHA or public funds.
8. Property Management – CHA reserves the right to assume property management of the redeveloped or newly constructed site, subject to approval by the investor and best practices.

D. Development Plan

1. Objectives

- A. CHA has identified the following Objectives and CHA fully expects the to-be-procured Developer for the Projects to work closely with CHA and the Village of Catskill in following these Objectives throughout the creation and implementation of the development process.
 - a. Protect Existing Households and Residents - The chosen Developer must develop a plan that provides for the maximum possible protections for current households and residents. These protections should include:
 - I. Preserve the number of current deeply subsidized PHA units.
 - II. No involuntary displacement of current tenants.
 - III. Investigate and determine processes needed to assist residents attain good standing to be able to remain on property.
 - IV. Management and operations that reflects the needs of the current and future population.
- B. Assure Resident and Community Participation throughout the Planning, design, rehabilitation and new construction development Process - The Developer must be prepared to work with the Village of Catskill, the adjoining neighborhood and CHA residents to seek community input and foster community support throughout the planning and development process, utilizing tools including resident meetings, focus groups, market research, social media and web-based communication, public forums, and other means of inclusive discussion and decision making.

- C. Promote High Quality Open Space - The Plan should reflect and articulate a vision of sustainable practice that can enhance the quality of life of residents today, without compromising the interests of future generations. SOQs should seek to promote energy efficiency, waste reduction, and other sustainable features in design, construction, renovation, and operation. In addition, the plan should maximize high-quality design and natural features of the site and include green space, and be conducive to building a sense of community, especially for youth and for seniors within the site and in conjunction with adjoining neighborhoods.
- D. Provide High Quality Housing - The Plan must rehabilitate the existing public housing units and development of new housing integrated into a new, economically viable community. Pursuant to Board approval, this may include a mix of subsidized, tax credit and market rate units as determined to be viable, sustainable and advantageous to the overall development effort. Different levels of affordability should be mixed, and housing should be of high-quality design that is sustainable, healthy and safe and meets or exceeds industry standards and incorporates state of the art energy conservation and green practices.
- E. Leverage Resources - Leverage private and other appropriate funding to maximize the efficiency and effectiveness of public resources. Work collaboratively with private, local, state and federal agencies to identify a variety of resources to support the redevelopment effort and maximize positive community impact, including but not limited to, potential sources like historic tax credits, green technology initiatives, etc.
- F. Integration with the Neighborhood – Rehabilitation and new construction design that is incorporated into the surrounding neighborhood at the level desired by the Board and residents, strengthens the economic vitality of the area, and supports the functions of daily life including education, recreation, health needs, and community facilities.
- G. Expand Economic Development and Job Training/ Education Opportunities - As part of negotiated Section 3 and DBE/MBE/WBE activities, the chosen Developer must commit to engaging with local businesses in the rehabilitation and construction process. In addition, the chosen Developer must work closely with CHA to identify Section 3 business concerns and DBE/MBE/WBE firms and ensure that bids will be solicited from these firms, including requiring any primary subcontractors to make every effort reasonable to offer subcontracting opportunities to Section 3 and DBE/MBE/WBE firms. CHA has established an agency-wide goal of no less than 30% DBE/MBE/WBE participation and preferably 50% DBE/MBE/WBE participation and reserves the right to establish MWBE participation goals above or below this range as necessary.
- H. Provide a sufficient funding stream for CHA to perform remaining oversight and operational responsibilities pursuant to HUD regulations and state and local law.

2. CHA Expectations of the Developer

The Developer shall possess, or within its team provide, the following qualifications and experience:

- a. Must have completed a minimum of three competitive 9% tax credit developments and three tax-exempt bond 4% tax credit developments in New York. Developers who do not have this experience must clearly demonstrate how they have related experience that can overcome this requirement.
- b. Redevelopment or revitalization of affordable/public housing and neighborhoods.
- c. Experience with public housing, HUD Section 18 Demolition and Disposition Blends, RAD conversion, SVC, project-based voucher, tenant protection vouchers, working with Housing Authorities, as well as other affordable housing redevelopment tools.
- d. Experience leveraging various financing vehicles, including private and public sources such as LIHTC, tax exempt bonds, FHA 221(d) 4 program, conventional financing, CDBG funds, HOME funds, Federal Home Loan Bank financing, gap funding programs through NYS HCR, including the Public Housing Preservation Program (PHPP), and other local, state and federal financing.
- e. Experience working with general contractors in developing housing, especially affordable and public housing; experience working with architects, property managers, and attorneys in developing residential affordable and or public housing; and experience with historic preservation.
- f. Expertise working with local government authorities which regulate permits, environmental review, and utilities.
- g. Experience with and focus on working with residents and surrounding communities, to include extensive resident and public communication plans and practices managed in partnership with the Housing Authority.
- h. Knowledge and experience with the preparation of the infrastructure and building plans and specifications in accordance with industry standards.
- i. Expertise in regulatory compliance issues.
- j. Developing a strategy for fostering Section 3 employment, training, and contracting opportunities throughout the redevelopment process that are consistent with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
- k. Taking all necessary affirmative steps to assure that MBE/WBEs are used to the greatest extent feasible in compliance with Presidential Executive Orders 11625, 12138, and 12432, and as promulgated in 2 CFR Part 200.

In addition, the Developer must have the capacity and desire to move swiftly to take advantage of opportunities, and, at the same time, the long-term commitment and persistence necessary to

overcome inevitable obstacles and challenges. The Developer must be sensitive to public impacts related to municipal service delivery, school capacity, and associated fiscal costs and benefits, and recognize that any development must advance the public interest, as measured by the triple bottom line of economic, environmental, and social progress. Lastly, the Developer must be prepared to work closely with CHA, the residents, community groups, and stakeholders to refine development approaches/ideas, seek additional community input and foster community support throughout the planning and development process, and to develop consensus around development scenarios.

E. Post-Revitalization Property Management

CHA requires that the Offeror possess or include within its Development Team, the requisite experience to supervise CHA management of LIHTC housing and provide effective training to CHA in management and compliance of said LIHTC housing. It is CHA's intention to use its relationship with the Developer to further enhance its property management expertise and to share in property management responsibilities. During the initial twelve months (approximate) after stabilization and operation of the property, CHA wants, through a mentoring and training process with the Management Agent, to transition into full management of the property twelve months after stabilization. All management transitions are subject to the approval of the Owner Entity and LIHTC Investor.

QUALIFICATIONS/EXPERIENCE

The awarded firm must demonstrate professional and financial capacity to execute the services requested. The awarded firm must represent a team with relevant experience within the last five (5) years. Experience in the State of New York is preferred but not required if experience adequately represents a highly qualified response. The performance record of the respondent along with their proposed partners will be measured by the quality and quantity of previous participation in community and/or public engagement charrettes, workshops visioning sessions, experience in affordable housing and asset repositioning. To demonstrate capacity, the respondent will be evaluated based on the following:

1. Respondents must submit a certification regarding their previous experience in the development and ownership of affordable housing, which includes at a minimum:
 - (a) a list of all affordable housing developments the respondent has participated in during the previous three (3) years, and
 - (b) a statement concerning any felony criminal convictions, indictments, and pending criminal investigations of all proposed members of the respondent's team, and details of each circumstance, unless otherwise prohibited by court order, statute or regulation.
2. Respondents must inform CHA through their response if the firm has had any audit finding or Category 11d fillings.
3. The respondent will be evaluated for credit worthiness and financial capacity. Specifically, financial statements will need to be submitted for the respondent and any proposed team members. Letter of credit worthiness and/or bonding capacity are examples of documentation expected to be received for consideration.

If a respondent or their proposed team member(s) have:

- (a) failed to pay any fee or expense due to an Authority in connection with any Authority-sponsored program,
- (b) has been determined to be in default or in major non-compliance with LIHTC or any other

affordable housing

- (c) has been debarred or suspended from and Authority or HUD program,
- (d) is in foreclosure or been foreclosed,
- (e) is under felony investigation, indicted, or been convicted of a felony, will automatically be disqualified until the event or events of default, debarment, suspension, foreclosure, noncompliance, or other legal action are corrected or resolved. FHC may contact other public entities to solicit feedback related to a specific team member and may use information gathered in determination of award. Proposers shall provide experienced, qualified and capable personnel to perform the functions and responsibilities outlined in Section 2.01 Statement of Work. Respondents must provide two (2) references for similar LIHTC development or property management services have been performed in the last five (5) years.

SECTION 4

PROPOSAL FORMAT REQUIREMENTS

To respond to this Request for Qualifications, proposers must submit a concise proposal complying with the following format requirements:

- a. To be acceptable, proposals must be single-sided (except as noted otherwise) using 12-point font size and no more than one hundred (100) pages in length, not including any resumes, reference letters, renderings, pro forma, or financial statements. Individual sheet size must not exceed 11" x 17". Brochures or other promotional materials should not be included. Pages must be numbered and bound in a three-ring binder, with the proposer's full name and **RFO Solicitation #2021-NY32** clearly indicated on the cover.
- b. Each section of the proposal shall be separated with a tab divider that is labeled in accordance with the requirement specified below in Section 5.
- c. One (1) original and four (4) copies of the proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the proposal and the name and address of the proposer. Please also provide the proposal in one disc or thumb drive. Proposals must be received no later than **Friday, May 7, 2021, at 3:00 P.M.**, at the following address:

Confidential Bid Documents
Timothy Mattice, Interim Executive Director
Catskill Housing Authority
32 Bronson Street
Catskill, New York 12414

The proposal submitted by the individual proposer(s) is the document upon which the Authority will make its initial judgment regarding the proposer's qualifications, understanding of the Authority's scope and objectives, methodology, and ability to complete services under the contract.

Those submitting proposals do so entirely at their own expense. Prior to the Authority's approval and execution of the MDA, there is no express or implied obligation by the Authority whatsoever to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the Authority, participating in any selection interviews, negotiating and preparing the MDA, or preparing the preliminary design or design documents.

Submission of any proposal indicates acceptance of the conditions contained in the Request for Qualifications, unless clearly and specifically noted otherwise in the proposal. The Authority assumes no responsibility for delays caused by any delivery services.

All inquiries with respect to the process and procedures applicable to this Request for Qualifications, and concerning the Scope of Services or proposed contracts must be submitted in writing to the Executive Director of the Authority, Timothy Mattice, via electronic mail at: tmattice.catskillha@gmail.com. Replies will be issued by addenda mailed/e-mailed or delivered to all parties recorded as having received the proposal documents. Initial written questions shall be due **April 14, 2021**. Responses will be forwarded by **April 21, 2021**. Final questions shall be due **April 28, 2021** with answers by **May 3, 2021**. Questions received less than four (4) days prior to the Proposal Due Date will not be answered. Only questions answered by formal written Addenda will be binding. No oral statement of the Authority, including oral statements by the Authority representative listed above shall be effective to waive, change or otherwise modify any of the provisions of this RFQ, and no proposer shall rely on any alleged oral statement.

Proposers are prohibited from contacting any Authority employee, officer or official concerning this RFQ. A proposer's failure to comply with this requirement may result in disqualification.

SECTION 5

MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn at any time prior to the opening of proposals by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted.

If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the Authority and promptly thereafter demonstrates to the reasonable satisfaction of the Authority that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal. Thereafter, that proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFQ.

Each proposal shall state that it is a firm offer for a period of ninety (90) days from the Date of Issue. After expiration of the firm offer period, if no contract award has been made, a proposal may be withdrawn if the proposer does so in writing directed to the Authority Executive Director; otherwise, proposals remain in effect consistent with the terms of this Request for Qualifications.

**SECTION 6
PROPOSAL CONTENT REQUIREMENTS:**

Submission shall be organized as listed below. One original and four copies and one electronic copy on a flash drive of your SOQ shall be mailed in a sealed package to CHA Administrative Office at the address noted in Section II. Failure to comply with these submission requirements may be cause for rejection of the submission. None of the proposed services may conflict with any requirement TMHA has published herein or has issued by addendum.

A. Tab 1 - Letter of Interest

The letter of interest (not to exceed four pages) should:

1. Introduce the development team, specifying roles and responsibilities of team members and identifying the authorized representative (with contact address, telephone number and e-mail address included) who will serve as the primary contact throughout the selection process. Include information for a contact alternate in the event that the authorized representative is absent or unavailable.
2. Describe the development team's understanding of its role and why it will be successful in implementing the efforts in true partnership with CHA and its residents.

B. Tab 2 - Qualifications

Include a brief description of the qualifications of each member entity of the development team, to include the following:

1. Organization of development team: A description of the development team's organization should include:
 - a. An organizational chart that shows all legal entities on the respondent team, illustrating the roles and responsibilities of all team members and identifying key staff in each role or responsibility. Attach a contact list with address, telephone and e-mail information for all entities indicated on the organizational chart. Please include at a minimum the following (as applicable): developer, co-developers, guarantors (if not the developer), architect, general contractor, property manager, and legal counsel.
 - b. Describe the role of each firm on the development team and the composition, legal form and organizational structure of development team. Identify any conflicts of interest, ownership interest and previous collaboration and/or interaction between the team members. Joint ventures should provide all requested information for each member. Please include any consultants or other professional service firms expected to participate in the Project.
2. Development Experience and Capabilities: Provide a description of no more than five (5) projects of similar scope and size for all members of the team focusing on the implementation of complex revitalization or redevelopment projects in challenging urban settings. The list should include a mix of new construction and rehabilitation projects.
 - a. For each real estate project described, include:
 - Project name and location;
 - i. Name, address, and telephone number for the project owner, owner's project

- manager and/or owner's contact person on the project;
- ii. Description of the project, including type of development and uses;
- iii. Role and listing of services provided by the Developer and its team or partners for the development;
- iv. Project start and completion dates;
- v. Programs or funding utilized, including but not limited to Section 18, RAD, LIHTC, CDBG, HOME and AHP;
- vi. Statement showing strategies utilized to maximize resident participation; and
- vii. Developer investment and overall development budget.

C. Tab 3 - Key Personnel

1. Provide identification, resume, role and experience of personnel proposed for the Project.
2. Provide a listing of the present workload and capacity of each firm on the development team
3. Provide a listing of the percentage of time each key member of the development team will commit to the Project.

D. Tab 4 – Capacity

Provide information briefly addressing the proposer's capacity to staff and/or finance a project of the magnitude presented in this RFQ. Identify any existing commitments for key development team members. Provide evidence demonstrating the Developer's capacity to finance this project. Developers should identify specific debt and equity capital partners with whom they will be considering the Project. If required, this information may be confidentially included by Developers as long as this documentation is clearly marked confidential.

E. Tab 5 – Section 3 and DBE/MBE/WBE Plans

Include detailed plans of how the responder will meet or exceed Section 3 and DBE/MBE/WBE requirements pursuant to HUD's Section 3 requirements and CHA's proposed DBE/MBE/WBE goals of a minimum of 30% of all contracts related to the projects contracted to DBE/MBE/WBE firms. Include a discussion of the approach and methods the team will use to ensure strong participation by Section 3 residents and business concerns and DBE/MBE/WBE and veteran owned businesses.

F. Tab 6 - References

For the primary member of the development team, provide three (3) references, including at least one current client reference. Include at least two professional references for all other legal entities on the development team. All references provided shall include a point of contact including name, telephone number and email address, the company the point of contact works for, and a brief description of the project completed in partnership with the reference.

G. Tab 7 - Financial Statement

Include a copy of financial statements for the last three years for the primary member of the team. The statements should reveal the balance sheet as well as income and expense information and should indicate the existence of resources to fund predevelopment activities, completion guarantees and any equity participation. If required, this information may be confidentially included by Developers as long as this documentation is clearly marked confidential.

H. Tab 8 - Insurance

The respondent will be required to provide evidence of General Liability insurance with an aggregate amount of \$1 million, Worker's Compensation, Automobile Liability, and Professional Liability insurance with the SOQ. The selected respondent may, if applicable to submission, be required to maintain General Liability, Workers Compensation, Automobile Liability, Professional Liability, and other forms of insurance, with firms authorized to do business in the State of New York, during the duration of performance of activities pursuant to the RFQ. The selected respondent may also, depending on the nature of qualifications submitted, be required to indemnify CHA against claims and obligations due actions and activities of the respondent and not arising from negligence or misconduct of CHA and its employees. Terms of required insurance and indemnification will be included in any final agreement between CHA and the respondent.

I. Tab 9 - Other Information

1. Sample Communication Plan – provide information on how the respondent proposes to engage residents in today's remote environment, specifically how respondent proposes to work with elderly and disabled population to ensure they have equal access to information sharing
2. Relocation – provide examples of phased relocation planning from prior similar projects and detail how relocation was managed, including length of time for each phase and what relocation benefits were provided as a part of the relocation process
3. Provide information on any current or pending litigation within last five years relating to services being proposed.
4. Brochures, reports or other project information that the development team desires to submit for consideration may also be included.

J. Tab 10 - Proposed Business Terms

K. Tab 11 - Signed Certifications and Attachments

1. HUD-5369-C
2. Profile of Firm Form

Mandatory Documentation. The proposal submission must include the following documents completed and executed by the proposer:

1. Exhibit A - Initial Disclosure Form;
2. Exhibit B - Legal Status Form;
3. Exhibit C - Non-Collusion Bidding Certificate;
4. Exhibit D - Bidder Hold Harmless Agreement;
5. Exhibit E - Iran Divestment Act Certification;
6. Exhibit F – Form HUD-5369-C, Certifications and Representations of Offerors, Non-Construction Contract;
7. Exhibit G – Form HUD-2530, Past Performance;
8. Exhibit H – Form HUD-92010, Equal Employment Opportunity Certification;
9. Exhibit I – Form HUD-50070, Certification of a Drug-Free Workplace; and

SECTION 7

PROPOSAL EVALUATION

The Authority may make such investigations it deems necessary to determine the ability of the proposer to perform the work. The proposer shall furnish to the Authority, within five (5) days of a request, all such information and data for this purpose as may be requested. The Authority reserves the right to reject any proposal if the information submitted by, or investigation of, such proposer fails to satisfy the Authority that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

During the evaluation of proposals, the Authority may require clarification of information or may invite proposers to an oral presentation to amplify and or validate proposal contents.

Proposals will remain valid until approval and execution of the MDA by the Authority, unless otherwise rejected as provided by this Request for Qualifications.

Proposals will be examined and evaluated by a committee consisting of Authority employees, board members, and others that may be designated by the Authority.

Criteria will be rated on a score of 100 with higher scores indicating greater degree of approval by the evaluation team. A rating will be assessed by the Authority evaluation team for each criterion for each proposal.

The evaluation process is designed to award the proposal to the proposer (a) with the best combination of attributes based on the evaluation criteria, and (b) who submits a proposal that, all things considered, the Authority determines is in the best interest of the Authority.

Criteria and weights are as follows:

| | | |
|---|---|----|
| Experience and Capacity of the Development Team | <ul style="list-style-type: none"> • Evidence of the Respondent’s ability to perform the work as indicated by profiles of the principles and staff and team members and explanation of their professional, technical competence and relevant experience with projects of similar size and scope; • Qualifications, experience and expertise of each team member assigned to the project (principals and primary staff); • Experience in performing all aspects of similar projects, including HUD Asset Repositioning, Affordable housing finance underwriting, public workshops and development meetings, design and implementation; • Ability to obtain, structure and implement layered financing (including LIHTC, HUD Multifamily Program in New York State) for such projects; • The degree to which the Developer demonstrates successful public outreach experience working with housing authorities, local government entities and community residents and stakeholders in the co-development of PHA rehabilitation and affordable rental developments. | 30 |
| Business Terms | <ul style="list-style-type: none"> • The extent to which the business terms recognize the desired goals and objectives of the Authority, including ownership, roles, cash flows, guarantees, and development fees; • The degree to which the proposer’s response is clear, responsive and innovative and meets the needs of the Authority in terms of ownership, management and operational roles; • The proposal illustrates the effective use of public resources, including the degree to which the proposer shows creativity in its leverage of other resources, both capital and in-kind, so as to minimize the net use of Authority and/or other public funds; | 15 |
| Experience and Capacity to Manage the Property | <ul style="list-style-type: none"> • The degree to which the Developer demonstrates successful experience with ownership and property management (either directly or through supervision of property management provided by a third party) of mixed-income rental developments; • Familiarity with requirements applicable to mixed-finance development and public housing operation; • Demonstrated capacity of the Developer to provide the required training of CHA staff in LIHTC compliance and property management. | 25 |
| Equal Opportunity (MBE/WBE) | <ul style="list-style-type: none"> • The degree to which the Developer provides for minority and women-owned business participation reflective of the local community and demonstrates compliance with equal opportunity and non- | 10 |

| | | |
|---|--|----|
| andNon-Discrimination | discrimination requirements. | |
| Section 3 Compliance and Resident Participation | <ul style="list-style-type: none"> The degree to which the Developer demonstrates experience in, and an effective approach to, compliance with Section 3 requirements and resident participation. | 10 |
| References | <ul style="list-style-type: none"> The extent to which references evidencing the ability and capacity of the proposer(s) to collaboratively work with the Authority, Village and residents to be successful in the Project. Financial references demonstrating financial capacity, financial strength and creditworthiness. Development references demonstrating long-term economic and social viability of past efforts. | 10 |

Proposals will be examined and evaluated by the Authority evaluation team with the advice of the Authority Executive Director to determine whether the requirements of this Request for Qualifications are met and to make a recommendation to the Authority Board for a contract award.

The Authority will select the proposal that it deems to be in the Authority’s best interest and issue a preliminary notice of award to the selected proposer. The preliminary notice of award may be subject to further discussions with the proposer, including final negotiation of the MDA and approval of the MDA and design documents by the Authority. A preliminary notice of award to a proposer(s) does not provide the proposer(s) with any rights and does not impose upon the Authority any obligations. The Authority is free to withdraw a such preliminary notice at any time and for any reason, including failure to complete final negotiation of the MDA, or disapproval of the MDA or design documents by the Authority. A proposer(s) has rights, and the Authority has obligations, only if and when the Authority approves and executes the MDA.

The selected proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of New York, HUD, HCR and the Authority related to its proposal and the performance of the work described in this RFQ, the MDA and any other related agreements.

SECTION 8

POST SELECTION PROCEDURES

Upon notice of preliminary award, the selected proposer will enter into negotiations for the MDA and any other related agreements with the Authority. All terms set forth in the selected proposer's submitted proposal will be final.

The contents of this Request for Qualifications, any subsequent correspondence related to final contract negotiations, and such other stipulations as agreed upon may be made a part of the MDA or any other final contract or agreement developed by the Authority. The selected proposer shall be subject to audit and must ensure that adequate controls are in place to document the allowable activities and expenditure of Authority funds. The Authority shall have the right, at any reasonable time, to examine and to make copies and abstracts of the selected proposer’s records and books of accounts with respect to the expenditure of all funds relating to the development of the Project, including, without limitation, all hard costs, FF&E, soft costs, and profit

All unsuccessful proposers may request a debriefing within five (5) business days of receiving notice from the Authority. Proposers may request a debriefing letter on the selection process regarding this RFQ by submitting a written request to the Executive Director at:

Catskill Housing Authority
Timothy Mattice, Interim Executive Director
32 Bronson Street
Catskill, NY 12414

SECTION 9

INDEMNIFICATION

The selected proposer shall defend, indemnify and save harmless the Authority, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

By responding to this Request for Qualifications, all proposers shall defend, indemnify and save harmless the Authority and its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, such proposer's use of any proprietary information in their respective proposals.

SECTION 10

INSURANCE AND SECURITY REQUIREMENTS

The selected proposer will be required to procure and maintain at its own expense, the following insurance coverage:

- a. **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job-related injuries.
- b. **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$1,000,000 combined for each accident because of bodily injury, sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- c. **General Liability Insurance:** A policy or policies or Comprehensive General Liability Broad Form including Contractual and including waiver of subrogation against the Authority with limits of not less than:

| Liability For: | Each Occurrence | Aggregate |
|-----------------|-----------------|-------------|
| Property Damage | \$1,000,000 | \$2,000,000 |
| Bodily Injury | \$1,000,000 | \$2,000,000 |
| Personal Injury | \$1,000,000 | \$2,000,000 |

- d. **Policy Umbrella Excess Coverage of \$5,000,000.** Coverage is to be excess of General Liability and Automobile Liability.
- e. **Errors and Omissions Insurance:** A policy or policies with limits not less than \$3,000,000.

Each policy of insurance required shall be of form and content satisfactory to counsel of the Authority:

- f. The Authority shall be named as an additional named insured on a Primary and Non-Contributory Basis except for Errors and Omissions Insurance. **Proposal number must appear on policy.**
- g. The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to the Authority. It shall be automatically renewed upon expiration and continued in force unless the Authority is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the MDA, Right of Access Agreement or any other related agreement until the selected proposer has delivered to the Authority Executive Director or his designee proof of issuance of all policies of insurance required by such contracts to be procured by the selected proposer. If at any time, any of said policies shall expire or become unsatisfactory to the Authority, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the Authority for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, the MDA, Right of Access Agreement or such other agreements may, at the election of the Authority, be forthwith declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the contracts, nor shall the insurance requirements be construed to conflict with the obligations of the selected proposer concerning indemnification.

SECTION 11

FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law, as set forth in Article 6, Section 84–90 of the Public Officers Law, mandates public access to government records. However, proposals submitted in response to this Request for Qualifications may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer’s competitive position or constitute a trade secret (“Confidential Information”). Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page, **“THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM**

DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW”. The Authority assumes no liability for disclosure of information so identified, provided that the Authority has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

If the Authority receives a request for a proposer’s Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Authority in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including, without limitation, appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

SECTION 12

STATEMENT OF LIMITATIONS

This Request for Qualifications, all proposals to this Request for Qualifications, and any relationship between the Authority and proposers arising from or connected or related to this Request for Qualifications, are subject to the specific limitations and representations expressed below, as well as the terms and conditions contained elsewhere in this Request for Qualifications. By responding to this Request for Qualifications, proposers are deemed to accept and agree to the included statement of limitations. By submitting a response to this Request for Qualifications, proposer acknowledges and accepts the Authority’s rights as set forth in this Request for Qualifications, including, without limitation, the statement of limitations in this Section 12.

The issuance of this Request for Qualifications and the submission of a response by any proposer or its firm, or the acceptance of such response by the Authority do not obligate the Authority in any manner whatsoever. Legal obligations will only arise upon Authority approval and execution of the MDA.

The Authority reserves the right to (a) amend, modify, or withdraw this Request for Qualifications in its sole discretion; (b) revise any requirements of this Request for Qualifications; (c) reject any or all proposals received in response to this Request for Qualifications; (d) make an award under this Request for Qualifications in whole or in part; (e) disqualify any proposer whose conduct and/or proposal fails to conform to the requirements of this Request for Qualifications; (f) seek clarifications and revisions of proposals; (g) use proposal information obtained through interviews and its investigations of a proposer’s qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to the Authority’s request for clarifying information in the course of evaluation and/or selection under this Request for Qualifications; (h) prior to the proposal selection, amend the Request for Qualifications specifications to correct errors or oversights, or to supply additional information, as it becomes available; (i) prior to the proposal selection, direct proposers to submit proposal modifications addressing subsequent Request for Qualifications amendments; (j) change any of the scheduled dates; (k) eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective proposers; (l) waive any requirements that are not material; (m) negotiate with the selected proposer within the scope of the Request for Qualifications in the best interests of the Authority; (n) conduct contract negotiations with the next responsible proposer, should the Authority be unsuccessful in negotiating the

selected proposer; (o) utilize any and all ideas submitted in the proposals received; and (p) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine a proposer's compliance with the requirements of this Request for Qualifications.

The Authority may exercise the foregoing rights at any time without notice and without liability to any Proposer or any other party for its expenses incurred in the preparation of proposals hereto or otherwise. Proposals hereto will be prepared at the sole cost and expense of each proposer.

The Authority reserves the right, in its sole discretion, without liability, to utilize any or all of the proposals submitted hereto, including late responses, in its planning efforts. The Authority reserves the right to retain and use all the materials and information, and any ideas or suggestions therein, submitted in response to this Request for Qualifications (collectively, the "Proposal Information") for any purpose. By submitting a proposal, each proposer waives any and all claims against the Authority relating to the Authority's retention or use of the Proposal Information.

To the best of the Authority's knowledge, the information provided herein is accurate. Proposers should undertake appropriate investigation in preparation of responses.

SECTION 13

ADDITIONAL INFORMATION

Required Disclosures. Each proposer shall complete and execute Exhibit A to this RFQ. In Exhibit A, each proposer must disclose, if applicable:

- a. Its inability or unwillingness to meet any requirement of this RFQ. Specific exceptions or additions should be included as an attachment to Exhibit A;
- b. If it is listed on the State of New York's Debarment List;
- c. If it is ineligible under any applicable law or regulation to be awarded the contracts because of occupational safety and health law violations;
- d. All unresolved and pending arbitrations and litigation matters in which the proposer or any of its principals (regardless of place of employment) has been involved within the last ten (10) years;
- e. All criminal proceedings in which the proposer or any of its principals (regardless of place of employment) has ever been the subject; and
- f. Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals

or bids or the performance of work on public works projects or contracts. A proposer's acceptability based on these disclosures lies solely in the Authority's discretion.

Legal Status. If a proposer is a corporation, limited liability company or other business entity that is required to register with the New York Secretary of State's Office, it must have a current registration on file with that office and be in good standing in its jurisdiction of incorporation. The Authority may, in its sole discretion, request acceptable evidence of any proposer's legal status. The Authority further reserves the right to require indemnifications and guaranties within the contracts and lease from principals and/or parent companies of the provider.

Presumption of Proposer's Full Knowledge.

- g. Each proposer is responsible for having read and understood each document in this RFQ and any addenda issued by the Authority. A proposer's failure to have reviewed all information that is part of or applicable to this RFQ shall in no way relieve it from any aspect of its proposal or the obligations related thereto.
- h. Each proposer is deemed to be familiar with and is required to comply with all federal, state and local statutes, regulations, ordinances, codes and orders that in any manner relate to this RFQ or the performance of the work described herein.
- i. By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFQ, and it is capable of performing the work and executing the contracts necessary to achieve the Authority's objectives.

Compliance with Immigration Laws.

- j. By submitting a proposal, each proposer confirms that it has complied, and during the term of the contracts and the lease contemplated by this RFQ will comply, with the Immigration Reform and Control Act ("IRCA") and that each person the proposer employs and/or provides services through under the contracts and the lease will at all times be authorized for employment in the United States of America. Each proposer confirms that it has properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned to work on the Project or perform services under the contracts and that it will require each subcontractor of the proposer, if any, to confirm that it has a properly completed Form I-9 for each person who works on the Project or performs services under the contracts.
- k. The selected proposer shall defend, indemnify, and hold harmless the Authority and its respective employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Indemnified Parties related to or arising from the obligations under the selected proposer or any of its subcontractors. The selected proposer shall also be required to pay any and all attorney's fees and costs incurred by the Indemnified Parties in enforcing any of the selected proposer's obligations under this provision, whether

or not a lawsuit or other proceeding is commenced, which obligation shall survive the termination or expiration of the contracts and the lease.

Advertising. The selected proposer shall not name the Authority in its advertising, news releases, or promotional efforts without the Authority's prior written approval. If it chooses, the selected proposer may list the Authority in a statement of references or similar document required as part of its response to a public procurement. The Authority's permission to the selected proposer to do so is not a statement about the quality of the selected proposer's work or the Authority's endorsement of the selected proposer.

Non-Collusion Bidding Certificate. Each proposer shall submit a completed Non-Collusion Bidding Certificate that is attached as Exhibit C to this RFQ.

Iran Divestment Act. Each proposer shall submit an executed Iran Divestment Act Certification that is attached as Exhibit E to this RFQ.

Vendor Responsibility.

All proposers to this Request for Qualifications must be "responsible," which in this context means that they must have the requisite financial ability, organizational capacity and legal authority to carry out its obligations under this Request for Qualifications, and in addition must demonstrate that both the proposer and its principals have and will maintain the level of integrity needed to contract with New York State entities such as the Authority. Further, the proposer must show satisfactory performance of all prior government contracts. Accordingly, all contracts and any other related agreements to be entered into between the Authority and the selected proposer, if any, shall include clauses providing that the selected proposer remain "responsible" throughout the term of such contract(s), that the Authority may suspend such contract(s) if information is discovered that calls into question the responsibility of the contracting party, and that the Authority may terminate such contract(s) based on a determination that the contracting party is non-responsible.

Non-Discrimination and Contractor / Supplier Diversity Requirements.

In an effort to eradicate barriers that have historically impeded access by minority group members and women in State contracting activities, Article 15-A, of the New York State Executive Law §310-318, (Participation By Minority Group Members and Women With Respect To State Contracts) was enacted to promote equality of economic opportunities for minority group members and women.

HCR has enacted policies consistent with the requirements as set forth under the provisions of Article 15-A (the "Article") incorporated by reference, requiring Contracting Agencies to implement procedures to ensure that the "Contractor" (as defined under Article 15-A, §310.3 shall mean an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, or any other party to a state contract, or a bidder in conjunction with the award of a state contract or a proposed party to a state contract) complies with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, in addition to providing Opportunities for Minority and Women-Owned Business Enterprises on all covered state contracts.

In keeping with the intent of the Article, it is the expectation of the Authority and the responsibility of all contractors participating in and/or selected for procurement opportunities with the Authority, to fulfill their

obligations to comply with the requirements of the Article and its implementing regulations.

In accordance with these requirements, proposers shall make every good faith effort to promote and assist the participation of certified Minority and Women-Owned Business Enterprises (“M/WBE”) as subcontractors and suppliers on this Project for the provision of services and materials.

EXHIBIT A

INITIAL DISCLOSURE FORM

1. Exceptions to the RFQ (Please check one of the following)

_____ This proposal does not take exception to any requirement of the RFQ, including but not only any of the terms of any contracts that are a part of this RFQ

_____ This proposal does take exception to requirements of the RFQ or terms of any contracts contemplated thereby. The specific exceptions are listed in a separate attachment.

2. State Debarment List

Is the proposer on the State of New York's Debarment List?

_____ Yes

_____ No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (a) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three -year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (b) received one or more criminal convictions related to the injury or death of any employee in the three -year period preceding the proposal ?

_____ Yes If "yes," attach a sheet fully describing each such matter.

_____ No

4. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

_____ Yes If "yes," attach a sheet fully describing each such matter.

_____ No

5. Criminal Proceedings

Has the proposer or any of its principals (regardless of the place of employment) ever been the subject of any criminal proceedings?

_____ Yes If "yes," attach a sheet fully describing each such matter.

_____ No

6. Ethics and Offenses in Public Projects or Contracts

Has the proposer or any of its principals (regardless of the place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes If "yes," attach a sheet fully describing each such matter.
_____ No

NOTE:

THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFQ, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

Firm Name: _____ Address _____

Signed By: _____ Title _____

Date: _____ Telephone # _____

* The signatory must be an authorized representative of the proposer with full power and authority to execute this Disclosure Form.

Signature

This form must be signed and returned with the proposal

EXHIBIT B

LEGAL STATUS FORM

| | | | |
|--|---|---------------------------------------|---------------------------------------|
| <i>Please fully complete the applicable section below, attached a separate sheet if you need additional space, and sign this form</i> | | | |
| For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer. | | | |
| Please Check One: | | | |
| Sole Proprietorship: <input type="checkbox"/> | Limited Liability Company: <input type="checkbox"/> | Corporation: <input type="checkbox"/> | Partnership: <input type="checkbox"/> |
| If a Sole Proprietorship | | | |
| Proposer's Full Legal Name: | | | |
| Does the proposer have a "permanent place of business" in New York, as defined above? Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below. | | | |
| Street Address: | | | |
| City: | State: | ZIP Code: | |
| Mailing Address (if different from Street Address): | | | |
| City: | State: | ZIP Code | |
| Owner's Full Legal Name: | | | |
| Number of years engaged in business under "Sole Proprietor" or Trade Name: | | | |
| If a Corporation | | | |
| Proposer's Full Legal Name: | | | |
| Does the proposer have a "permanent place of business" in New York, as defined above? Yes <input type="checkbox"/> No <input type="checkbox"/> | | | |
| If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below. | | | |
| Proposer's Full Legal Name: | | | |
| Street Address: | | | |

| | | |
|---|--------|-----------|
| City: | State: | ZIP Code: |
| Mailing Address (if different from Street Address): | | |
| City: | State: | ZIP Code: |
| Owner's Full Legal Name: | | |
| Number of years engaged in business: | | |
| Name of Current Officers: | | |
| Chief Executive Officer: | | |
| President: | | |
| CFO/Treasurer: | | |
| Secretary: | | |
| If a Limited Liability Company | | |
| Proposer's Full Legal Name: | | |
| Does the proposer have a "permanent place of business" in New York, as defined above? Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below. | | |
| Street Address: | | |
| City: | State: | ZIP Code: |
| Mailing Address (if different from Street Address): | | |
| City: | State: | ZIP Code: |
| Owner's Full Legal Name: | | |
| Number of years engaged in business: | | |
| Number of Current Manager(s) or Member(s): | | |
| If a Partnership | | |
| Proposer's Full Legal Name: | | |
| Does the proposer have a "permanent place of business" in New York, as defined above? Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| If yes, please provide full street address (Not a P.O. Box) of that "permanent place of business" below. | | |
| Street Address: | | |

| | | |
|---|--------|-----------|
| City: | State: | Zip Code: |
| Mailing Address (if different from Street Address): | | |
| City: | State: | Zip Code: |
| Owner's Full Legal Name: | | |
| Number of years engaged in business: | | |
| Names of Current Partner(s): | | |

Disclosure Form Authorization

Firm Name: _____ Address _____

Signed By: _____ Title _____

Date: _____ Telephone # _____

Signature

* The signatory must be an authorized representative of the proposer with full power and authority to execute this Disclosure Form.

This form must be signed and returned with proposal

EXHIBIT C

NON-COLLUSION BIDDING CERTIFICATE

The undersigned proposer acknowledges and agrees that the attached response and offer submitted by proposer is submitted in connection with the proposal provided to the Authority. By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices set forth within this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit, a proposal for the purpose of restricting competition.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees that the District may rely upon both the within representations and the indemnifications set forth within the hold harmless agreement attached hereto as **Exhibit D.**

FIRM NAME _____ ADDRESS _____

SIGNED BY _____ TITLE _____

DATE _____ TELEPHONE # _____

Subscribed and sworn to before me
this __ day of _____ 2021

Notary Public

This form must be signed and returned with proposal

EXHIBIT D

DISTRICT BIDDER HOLD HARMLESS AGREEMENT

_____ (“Bidder”) hereby agrees that it will indemnify and save harmless the Authority from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Authority by reason of any omission or act of the Bidder, its agents, employees, subcontractors in connection with that certain NON- COLLUSION BIDDING CERTIFICATE submitted herewith, to the extent permissible by law. This indemnification shall include all costs and disbursements incurred by the Authority in defending any suit, including attorneys’ fees. Furthermore, at the option of the Authority, as the case may be, the Bidder shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto.

FIRM NAME _____ ADDRESS _____

SIGNED BY _____ TITLE _____

DATE _____ TELEPHONE # _____

Subscribed and sworn to before me
this __ day of _____ 2021

Notary Public

This form must be signed and returned with proposal

EXHIBIT E

**IRAN DIVESTMENT ACT
CERTIFICATION**

By submitting a proposal in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Authority receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Authority will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Authority shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Authority reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

FIRM NAME _____ ADDRESS _____

SIGNED BY _____ TITLE _____

DATE _____ TELEPHONE # _____

FEDERAL TAX IDENTIFICATION #: _____

Subscribed and sworn to before me
this __ day of _____ 2021

Notary Public

This form must be signed and returned with proposal

EXHIBIT F

FORM HUD-5369-C

**CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS, NON-
CONSTRUCTION CONTRACT**

(attached)

EXHIBIT G
FORM HUD-2530
PAST PERFORMANCE

(attached)

EXHIBIT H
FORM HUD-92010
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
(attached)

EXHIBIT I
FORM HUD-50070
CERTIFICATION OF A DRUG-FREE WORKPLACE
(attached)